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## NOTE: CHANGES MADE BY THE COURT

JS-6

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**CARRETEIRO ALIMENTOS, LTDA**

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CARRETEIRO ALIMENTOS, LTDA, a ) CASE NO. CV10-00593 JFW (FMOx)  
Brazilian Limited Liability Company, )  
Plaintiff, ) Honorable John F. Walter  
vs. )  
 ) **FINAL JUDGMENT AND  
PERMANENT INJUNCTION  
AGAINST DEFENDANTS  
AMERICAN KADI HOME  
EXPORT, LLC AND JOSEPH  
HAFEZ**  
AMERICAN KADI HOME EXPORT, )  
LLC, a California Limited Liability )  
Company; JOSEPH HAFEZ, an Individual, )  
Defendants. )  
 ) **DATE: September 13, 2010  
TIME: 1:30 p.m.  
COURTROOM: 16**  
 )

This matter is before the Court on Plaintiff Carretero Alimentos, LTDA's ("Plaintiff") Motion for Default Judgment against Defendant American Kadi Home Export, LLC ("American Kadi") and Defendant Joseph Hafez (collectively, "Defendants") pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure.

1           The Court, having considered the Motion, and being fully advised, hereby  
2 orders as follows:

3           **JURISDICTION AND SERVICE**

4           **IT IS ORDERED, ADJUDGED and DECREED** that:

5           (a)     This court has jurisdiction over all the parties and all of the claims  
6 set forth in the First Amended Complaint.

7           (b)     American Kadi was properly served pursuant to Rule 4(h) of the  
8 Federal Rules of Civil Procedure.

9           (c)     Joseph Hafez was properly served pursuant to Rule 4(e) of the  
10 Federal Rules of Civil Procedure.

11           **DAMAGES**

12           **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff shall have and  
13 recover from and against American Kadi the sum of \$907,200.00 in damages, plus  
14 prejudgment interest pursuant to Section 3289 of the California Civil Code at a rate of  
15 ten percent (10%) per annum and post-judgment interest on the entire amount of the  
16 judgment, including damages and prejudgment interest, pursuant to Title 28, Section  
17 1961 of the United States Code.

18           **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff shall recover  
19 its costs incurred in this action pursuant to Section 54(d)(1) of the Federal Rules of  
20 Civil Procedure pursuant to Local Rule 54-3.

21           **DECLARATORY JUDGMENT**

22           **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff is entitled to  
23 declaratory relief on the claims set forth in the First Amended Complaint.

24 Accordingly,

25           **IT IS ORDERED, ADJUDGED and DECREED** that the Joint Venture  
26 Agreement executed on July 31, 2009, and effective as of August 1, 2009, between  
27 Plaintiff and American Kadi is hereby terminated, cancelled, and declared null and  
28

1 void. (The Joint Venture Agreement is attached hereto and incorporated by reference  
2 as Exhibit "A.")

3 **IT IS ORDERED, ADJUDGED and DECREED** that the Power of Attorney  
4 that Plaintiff granted to Joseph Hafez on July 31, 2009, is hereby terminated,  
5 cancelled, and declared null and void. (The Power of Attorney is attached hereto and  
6 incorporated by reference as Exhibit "B.")

7 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff is hereby  
8 authorized to unilaterally dissolve and cancel the Joint Venture Limited Liability  
9 Company called "American Kadi-Carreteiro Group LLC" (California Secretary of  
10 State File No. 200921910193). Plaintiff's President, Jair Camargos Zille, is hereby  
11 authorized to unilaterally cancel the Articles of Organization of American Kadi-  
12 Carreteiro Group LLC. Specifically, Plaintiff's President, Jair Camargos Zille, is  
13 hereby authorized to unilaterally file a Certificate of Dissolution (Form LLC-3), the  
14 Certificate of Cancellation (Form LLC-4/7) and any other forms necessary to dissolve  
15 and cancel American Kadi-Carreteiro Group LLC. (The Certificate of Dissolution  
16 (Form LLC-3) and Certificate of Cancellation (Form LLC-4/7) are attached hereto and  
17 incorporated by reference as Exhibits "C" and "D," respectively).

18 **INJUNCTIVE RELIEF**

19 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff is entitled to  
20 injunctive relief on the claims set forth in the First Amended Complaint. Accordingly,

21 **IT IS ORDERED, ADJUDGED and DECREED** that American Kadi's  
22 following conduct constitutes unfair competition as defined by Section 17200 of the  
23 California Business and Professions Code and has caused substantial and irreparable  
24 harm to Plaintiff, and will continue to cause substantial and irreparable harm to  
25 Plaintiff unless enjoined pursuant to Section 17203 of the California Business and  
26 Professions Code:

27 (a) falsely representing to Plaintiff that it was in possession of 45,000 tons of  
28 No. 2 yellow grade corn to induce Plaintiff to enter into the Agreement;

(b) failing to return the money that Plaintiff tendered to American Kadi in connection with the performance bond, after American Kadi failed to perform under the terms of the Agreement;

(c) making false representations regarding the origin of the yellow corn, both orally and in writing; and

(d) threatening to continue using the Joint Venture Agreement and Power of Attorney, despite Plaintiff's express request to terminate the Joint Venture Agreement and Power of Attorney.

**IT IS ORDERED, ADJUDGED and DECREED** that American Kadi's following threat constitutes unfair competition as defined by Section 17200 of the California Business and Professions Code and has caused substantial and irreparable harm to Plaintiff, and will continue to cause substantial and irreparable harm to Plaintiff unless enjoined pursuant to Section 17203 of the California Business and Professions Code:

the Joint Venture contract between us has NOT been cancelled yet on our side and is still valid until August 2010. We do have Power of Attorney as mandated by the terms of the contract and we are capable of doing extensive harm to Carreiro.

**IT IS ORDERED, ADJUDGED and DECREED** that American Kadi and Joseph Hafez, and each and all of their, past and present officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, agents, employees, attorneys, accountants, investigators, consultants, heirs, servants, associates, representatives, beneficiaries, relatives, independent contractors, and all other persons or entities acting or purporting to act for them or on their behalf, including but not limited to any corporation, partnership, proprietorship or entity of any type that is in any way affiliated or associated with American Kadi and/or Joseph Hafez, or their past and present officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, agents, employees, attorneys, accountants, investigators, consultants, heirs, servants, associates,

1 representatives, beneficiaries, relatives, independent contractors, and any and all  
2 persons and entities in active concert and participation with American Kadi and/or  
3 Joseph Hafez who receive notice of this order, shall be and hereby are

4 **PERMANENTLY RESTRAINED AND ENJOINED** from:

5 using, marketing, advertising, and/or promoting the Joint Venture Agreement  
6 and/or Power of Attorney in any conceivable way;

7 soliciting, receiving, and/or accepting any business in connection with the Joint  
8 Venture Agreement and/or Power of Attorney;

9 making false statements in connection with the Joint Venture Agreement and/or  
10 Power of Attorney;

11 engaging in any conduct or activity in connection with and/or reliance on the  
12 Joint Venture Agreement and/or Power of Attorney;

13 engaging in any unlawful, unfair or fraudulent business act or practice and  
14 unfair, deceptive, untrue or misleading advertising pursuant to Section 17200 of the  
15 California Business and Professions Code in connection with the Joint Venture  
16 Agreement and/or Power of Attorney;

17 representing to any person or entity, expressly or by implication, that the Joint  
18 Venture Agreement and/or Power of attorney has not been terminated, cancelled, and  
19 declared null and void, or words of similar import;

20 misrepresenting to any person or entity, expressly or by implication, the  
21 relationship between Plaintiff and American Kadi and/or Joseph Hafez in connection  
22 with the Joint Venture Agreement and/or Power of Attorney;

23 using and/or acting through the Joint Venture or Power of Attorney in any  
24 respect; and

25 representing to any person or entity, expressly or by implication, that Joseph  
26 Hafez has a Power of Attorney to act on behalf of Plaintiff as its agent or attorney-in-  
27 fact, with respect to: (i) banking and other financial institution transactions, (ii)

1 business operating transactions, (iii) insurance and annuity transactions; (iv) tax  
2 matters; and (v) any other power set forth in the Power of Attorney.

3 This is the final, appealable judgment entered in this matter disposing of all  
4 claims asserted by or against all parties, and all relief not expressly granted herein is  
5 hereby denied.

6 The Court orders that such judgment be entered.

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8 SIGNED this the 9th day of September, 2010.

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11 Honorable John F. Walter  
12 United States District Judge  
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